

FILED
Clerk
District Court

MAR - 4 2008

For The Northern Mariana Islands
By _____
(Deputy Clerk)

STEPHEN J. NUTTING, ESQ.
Post Office Box 5093
Saipan, MP 96950
Telephone: (670) 234-6891
Facsimile: (670) 234-6893

Attorney for Defendant Han Nam Corporation

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

ZHAI LAN JIANG,

Plaintiff,

-v-

HAN NAM CORPORATION,

Defendant.

CIVIL ACTION NO. CV-07-0035

DEFENDANT'S RESPONSE TO PLAINTIFF'S
REQUEST FOR PRODUCTION OF
DOCUMENTS

COMES NOW the defendant Han Nam Corporation to respond to Plaintiff's Request for
Production of Documents as follows:

1. Please produce PLAINTIFF's EMPLOYMENT FILE.

RESPONSE: See responsive documents attached.

2. If not produced pursuant to Request No. 1 above, please produce all DOCUMENTS
RELATED TO the EMPLOYMENT of PLAINTIFF by YOU.

RESPONSE: See response to Request No. 1

3. Please produce the EMPLOYMENT FILE for all PERSONS IDENTIFIED by YOU
in response to **Interrogatory Number 2** served on YOU concurrently herewith.

RESPONSE: Objection. Defendant does not maintain an employment file of Ms.
Carol Lizama as a local hire, and therefore defendant has nothing to produce. Defendant is not

1 in possession of an employment file for Ms. Mercado and is therefore unable to produce any
2 responsive documents.

3
4 4. Please produce the EMPLOYMENT FILE for any PERSONs IDENTIFIED by
5 YOU in response to **Interrogatory Number 9** served on YOU concurrently herewith.

6 RESPONSE: OBJECTION Employment files of persons who are not parties to this action
7 are private and are not likely to produce any relevant information.

8
9 5. Please produce all DOCUMENTS RELATED TO the separation from
10 EMPLOYMENT of any EMPLOYEE while that EMPLOYEE was pregnant.

11 RESPONSE: Defendant has no such documents in its possession and there is nothing to
12 produce.

13
14 6. Please produce all DOCUMENTS containing COMMUNICATIONS between any
15 PERSON (including PLAINTIFF) and YOU, RELATING TO PLAINTIFF.

16 RESPONSE: OBJECTION Defendant has no documents containing communications in
17 its possession relating to the plaintiff. Defendant's counsel has documents related to the EEOC
18 complaint filed which were principally related to settlement discussions. That file has been lost
19 or misplaced. If the file is located all such documents will be produced.

20
21 7. Please produce all DOCUMENTS RELATED TO COMPLAINTS of
22 EMPLOYEES, or COMPLAINTS of other PERSONS RELATING TO that PERSON's
23 EMPLOYMENT by YOU, INCLUDING any DOCUMENTS RELATED TO the disposition, if
24 any, of those COMPLAINTS.

25
26 RESPONSE: Han Nam Market was a defendant in an FLSA complaint filed in the United
27 States District Court in a case entitled Sohel v. Han Nam Market et.al., Civil Action No. 02-0033.
28

1 The file has been lost or misplaced by Han Nam's counsel. The matter was dismissed by way of
2 stipulation and without any damages or compensation paid to the plaintiff therein. All non-
3 privileged documents will be produced if the file is located.
4

5 8. Please produce all DOCUMENTS containing COMMUNICATIONS between YOU
6 and any PERSON RELATING TO claims, charges, accusations, allegations or other assertions that
7 YOU have failed, in any way, to make reasonable ACCOMMODATIONS for any pregnant
8 PERSON, whether or not you believe that PERSON was employed by YOU.
9

10 RESPONSE: Objection, any documents containing communications of the type
11 requested were prepared by counsel in the EEOC action filed by Plaintiff herein. The file has been
12 lost or misplaced. All non-privileged documents will be produced if the file is located.
13

14 9. Please produce all of the DOCUMENTS IDENTIFIED by YOU in YOUR Initial
15 Disclosures filed in this matter by YOU on January 3, 2008.
16

17 RESPONSE: All such documents were contained in a file that has been lost or
18 misplaced. All requested documents will be produced if the file is located.
19

20 10. Please produce any and all DOCUMENTS that support, in any way, YOUR
21 contention that PLAINTIFF did not adequately perform her job with YOU as she alleged in ¶ 27
22 of her Complaint filed on November 16, 2007.

23 RESPONSE: Objection, no such documents exist and there is nothing to produce.

24 11. Please produce all employee handbooks, employee rules and regulations, and any
25 other DOCUMENTS in any way RELATED TO YOUR expectations of YOUR EMPLOYEES'
26 job duties and responsibilities.
27

28 RESPONSE: Objection, no such documents exist and there is nothing to produce.

1 12. Please produce the full contents of any and all policy or policies of insurance under
2 which any PERSON may be liable to satisfy part or all of a judgment which may be entered against
3 YOU in this action and/or under which any PERSON may be liable to indemnify or reimburse any
4 PERSON for payments made to satisfy a judgment entered against YOU in this action.
5

6 RESPONSE: Objection, no such documents exist and there is nothing to produce.
7

8 13. Please produce all DOCUMENTS in any way RELATED TO YOUR first
9 affirmative defense that PLAINTIFF's claims, or any of them, fail to state a claim upon which
10 relief can be granted as alleged in YOUR Answer to PLAINTIFF's Complaint filed on December
11 5, 2007.
12

13 RESPONSE: Objection, no such documents exist and there is nothing to produce.
14

15 14. Please produce all DOCUMENTS in any way RELATED TO YOUR second
16 affirmative defense that PLAINTIFF "voluntarily abandoned her employment with Han Nam in
17 breach of her employment contract" as alleged in YOUR Answer to PLAINTIFF's Complaint filed
18 on December 5, 2007.

19 RESPONSE: Objection, no such documents exist and there is nothing to produce.
20

21 15. Please produce all DOCUMENTS in any way RELATED TO YOUR third
22 affirmative defense that "neither gender nor ethnicity played any role in the decision not to renew
23 plaintiff's employment contract with Han Nam" as alleged in YOUR Answer to PLAINTIFF's
24 Complaint filed on December 5, 2007.

25 RESPONSE: Objection, no such documents exist and there is nothing to produce.
26

27 16. Please produce all DOCUMENTS in any way RELATED TO YOUR fourth
28 affirmative defense that PLAINTIFF has unclean hands as alleged in YOUR Answer to

1 PLAINTIFF's Complaint filed on December 5, 2007.

2 RESPONSE: Objection, no such documents exist and there is nothing to produce.

3
4 17. Please produce all DOCUMENTS in any way RELATED TO YOUR fifth
5 affirmative defense that "Han Nam at all relevant times acted fairly, reasonably, justly and in good
6 faith with respect to the plaintiff and in all dealings with its employees" as alleged in YOUR
7 Answer to PLAINTIFF's Complaint filed on December 5, 2007.

8
9 RESPONSE: Objection, no such documents exist and there is nothing to produce.

10 18. Please produce all employee misconduct notices, performance/discrepancy reports,
11 absent/late reports, guidance/counseling records or other disciplinary notices issued by YOU to any
12 PERSON EMPLOYED by YOU at any time from January 1, 2001 to December 31, 2004.

13
14 RESPONSE: Objection, no such documents exist and there is nothing to produce.

15 19. Please produce all DOCUMENTS in any way evidencing any
16 ACCOMMODATIONS made by YOU to any EMPLOYEE due to the fact that EMPLOYEE was
17 pregnant.

18
19 RESPONSE: Objection, no such documents exist and there is nothing to produce.

20 20. Please produce all DOCUMENTS in any way evidencing any
21 ACCOMMODATIONS made by YOU to PLAINTIFF due to the fact that she was pregnant.

22
23 RESPONSE: Objection, no such documents exist and there is nothing to produce.

24 21. Please produce all DOCUMENTS reflecting any payment made by any person at
25 any time for any medical expense related to ZHAI LAN JIANG.

26
27 RESPONSE: Plaintiff is attempting to obtain copies from CHC and will provide them to
28 counsel upon receipt.

1 Dated this 29th day of February, 2008.

2
3
4 The objections herein are the objections of the undersigned attorney and this validation of
5 the objections is adopted for each request herein.
6

7 _____
/s/
8 Stephen J. Nutting
9 Attorney for Defendant

10 I swear that the responses given herein to the request for production are true to the best
11 of my knowledge and belief.
12

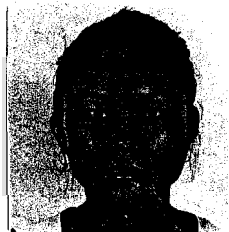
13 _____
/s/
14 Paek, Hyun Ho
15 Manager, Hannam Market
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Department of Labor And Immigration

ENTRY PERMIT

THE NORTHERN MARIANA ISLANDS
OF LABOR AND IMMIGRATION
DIVISION OF LABOR
MARIANA ISLANDS 96950

LAN JIANG ZHAI
 Citizenship Gender Birthdate Island
 CHN F 03/24/1974 SAIPAN
 Employer: ADVANCE TEXTILE CORP
 Occ: SEWING MACHINE OPERATOR
 Class: 706K RENEWAL
 Issue Date 12/20/2000 Exp. Date 10/29/2001



110533



X Permit Expiration (Expiration Date) 10/29/2001

☐ PARTICULAR PROJECT No. _____☐ REPLACEMENT
 LIIDS No. _____ of NRW being replaced
 (Attach exit clearance of replaced NRW)

1/2/03

Bond No.

RCIC 22242
01C 12676NONRESIDENT WORKERS AFFIDAVIT
(Application for Labor Certificate and Immigration)

Print legibly in ink or use typewriter. Use separate sheet if additional space is needed to fully answer questions. Affidavit must be submitted in original and one copy.

NAME: (First) ZHAI LAN (Middle) (Last) JIANG

PERMANENT ADDRESS: (Number, Street, City, State/Province, Country) TIANJIN - CHINA

EMPLOYER: HAN NAM CORPORATION

ADDRESS: PMB 385 P.O.BOX 10001 SAIPAN MP 96950

TELEPHONE: 288-9290 LOCATION OF BUSINESS: KOBLERVILLE

JOB CLASSIFICATION DRESS MAKER BIRTHDATE (Month, Day, Year) 3/24/1974 AGE: 27

 CITIZENSHIP CHINESE SEX ☒ Male ☐ Female MARITAL STATUS ☒ Single ☐ Married HEIGHT 5'3" WEIGHT 120/65

REPUBLIC

DATE EXPIRED: 8/15/2004 TYPE OF PASSPORT:

Name of School Attended	Field of Study	Dates Attended		Certificate or Diploma Received
		From	To	
TIANJIN WU ZHONG	ENGLISH, CHINESE	1983	1992	
	MATH, HISTORY			

Name of Employer: ADVANCE TEXTILE GARMENT Type of Business: APAREL (GARMENT)

Job Title: SEWING MACHINE OPERATOR Dates of Employment: From 10/29/99 To 10/29/01 Work Days: FLEXIBLE to FLEXIBLE Work Hours: FLEXIBLE to FLEXIBLE

Sewing

Name of Employer: Type of Business:

Address:

Job Title: Dates of Employment: From To Work Days: to Work Hours: to

List Dependents:

NAME

N/A

ADDRESS	AGE	RELATIONSHIP

 China 4:55 PM.
 RECEIVED FEB 19 2008
 MBI office

POLICE RECORD:

Have you ever been convicted of a crime (misdemeanor, felony or crime involving moral turpitude)?
 Yes XX No (Attach original copy of police clearance issued by your government or jurisdiction where the crime was committed.)

HEALTH CERTIFICATE:

Do you now have or have you ever had an infection or communicable disease? Yes XX No

Have you ever been under medication for any ailment for over a month? Yes XX No

If yes, please explain: _____

I have been examined by a physician licensed to practice medicine in my country of origin on 10/19/01
 and a medical certificate is attached to this affidavit. I understand that I am required by Commonwealth law to have the certificate validated on a date not more than 30 days preceding my date of entry into the Commonwealth of the Northern Mariana Islands.

COMMONWEALTH ENTRY AND/OR EMPLOYMENT RECORD:

Have you ever been granted entry and/or a labor identification certificate (work permit) by the Office of Immigration and/or Department of Commerce & Labor of the Commonwealth of the Northern Mariana Islands? XX Yes No

If yes, gives dates of entry, entry permit numbers, and date and numbers of all employment permits: _____

8/30/1999: 110533

name and address of former employer(s): MICRONESTIA GARMENT'S MANUFACTURE (MGM)
AAA 109 BOX 10005 SAIPAN MP 96950

APPLICANT'S DECLARATION

I declare that I understand that this Affidavit is submitted for entry and employment only for the position stated herein and only with the employer named herein; and while under contract to that employer I am prohibited by law from working for or being employed by any other employer. I further understand that in keeping with the intent of the Nonresident Workers Act, my duties will include the training of resident workers whenever so directed by employer or the Chief of Labor or Chief of Employment Service of the Department of Commerce and Labor.

I further declare that I understand that a willful misstatement or omission of a material fact on this Affidavit shall be grounds for denial of or revocation of my entry permit and labor certificate or the imposition of civil and/or criminal penalties, or both. I understand that I may appeal a denial of entry permit to the Office of the Attorney General, Saipan, Commonwealth of the Northern Mariana Islands.

I authorize the Department of Commerce & Labor and Office of Immigration or its employees to verify any and all information contained herein or which may otherwise be required in connection with the issuance of the entry permit and labor identification certificate.

I declare under penalty of perjury that the foregoing is true and correct, that I have examined this Affidavit, supplements thereto and accompanying documents and that the information contained therein is true, correct and complete. I further declare under penalty of perjury that I possess the skill and qualifications to perform the job for which I am applying.

ZHAI LAN JIANG

Signature

Date

11/2/01

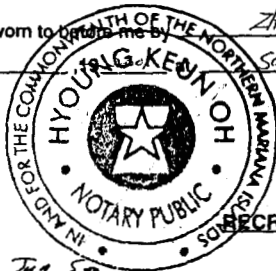
Subscribed and sworn to before me by Zhai Lan Jiang on this 2nd day of November

Saipan

CNMI

City

Country



HYOUNG KEUN OH
 Notary Public

Commonwealth of the Northern Mariana Islands

My Commission expires on the

15th day of December 2002

Han Nam Corporation

RECRUITING AGENCY

I, Park, Jun Sa Secretary

NAME

TITLE

CNMI Business License No. 2251-001/5-1, whose address is Kablanville, Saipan MP 96950

declare under penalty of perjury that I have read the foregoing Affidavit and have examined the supplements and accompanying documents and that the information contained or presented thereon is true, correct, and complete to the best of my knowledge and belief.



Signature

Date

11/7/01

Subscribed and sworn to before me by Park, Jun Sa day of November

19

HYOUNG KEUN OH

Notary Public

Commonwealth of the Northern Mariana Islands

My Commission expires on the

15th day of Dec. 2002

EMPLOYMENT CONTRACT

This employment contract is entered into by and between HAN NAM CORPORATION
of PMB 385 P.O.BOX 10001 SAIPAN MP 96950,
 hereinafter referred to as the Employer, and ZHAI LAN JIANG of
CHINA, hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

- A. **DUTIES AND RESPONSIBILITIES:** The parties hereto agree that the Employee shall be employed only in the job category of DRESS MAKER and shall perform the following duties and responsibilities including training of resident workers: MAKES WOMENS GARMENTS SUCH AS DRESSES, COATS, AND SUITS ACCORDING TO CUSTOMER SPECIFICATION AND MEASUREMENTS. DISCUSSES WITH CUSTOMER TYPE OF MATERIALS, PATTERN OR STYLE TO BE USED IN MAKING THE GARMENT.
- B. **TERM:** The term of this Contract shall be for a period of ONE YEAR commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on EXPIRATION OF PERMIT.
- C. **WORK DAYS AND HOURS:** The Employee's work days and hours shall be FLEXIBLE to FLEXIBLE, from FLEXIBLE to FLEXIBLE, for a total of NLT 40hrs hours per week.
- D. **COMPENSATION:** In consideration of the services to be performed by the employee, the Employer agrees to pay the Employee compensation in the amount of:
1. \$ 3.05 per HOURLY and
 2. \$ x1.5 per HOURLY for overtime compensation payable by check in bi-weekly intervals.
 3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:
- E. **DEDUCTIONS:** CNMI taxes and Social Security, if applicable, shall be withheld from the employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Chief of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):
- F. **PRINCIPAL PLACE OF WORK:** The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.
- G. **TRANSPORTATION:** The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.
- H. **INSURANCE/MEDICAL EXPENSES:** The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside of the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his point of origin.
- I. **NOTIFICATION OF NEXT-OF-KIN:** In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

Mr. Abdullah
Chalan Kansa, Saipan
Tel: 235-1410

J. BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1. ☐ Employer-provided housing at a charge of \$ _____ per month.
☐ Employer-provided housing free of charge.
☒ Employee self-arranged housing.
 (Attach statement or rental agreement.)
2. ☐ _____ (number) meals per day at a charge of \$ _____ per month.
3. ☒ Employee to provide own food.
4. ☐ Free transportation to and from job site at employer designated pick-up points.
5. ☒ Employee to provide transportation to and from job site.
6. ☐ Allowance:
7. ☐ Others:

K. OTHER PROVISIONS: The following additional provisions apply to this Contract: (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)**L. TERMINATION:** This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Chief of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
 - a. 3 unauthorized absences and/or 3 unauthorized tardiness to work by the Employee;
 - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
 - c. Conviction in the CNMI of any felony or two or more misdemeanors;
 - d. Abandoning of job or assigned duty by the employee;
 - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
 - f. Extreme cruelty or abuse, physical or otherwise;
 - g. Unreasonable delays in the payment of the employee's wages or salary;
 - h. A breach of any provision of this Contract and not corrected within ten (10) days;
 - i. Cessation of business activities or bankruptcy;
 - j. Others (specify):

M. SETTLEMENT OF DISPUTE:**Grievance and Good Faith Settlement**

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.
3. If the grievance or dispute is not resolved in step 1 or 2 above, the employee may file a complaint with the Chief of Labor or his designee.

The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Chief of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

- N. **REMITTANCE/OTHER OBLIGATIONS:** The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.
- O. **ENTIRE AGREEMENT:** The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

DATE: 11/2/02

EMPLOYER
(Print Name, Title and Sign)

Park, Jun So / Vice President

DATE: 11/2/01

EMPLOYEE

(Print Name and Sign)

ZHAO LAN TANG

Zhai Lan Tang

Saipan, COMMONWEALTH
OF THE NORTHERN MARIANA ISLANDS

SS: ACKNOWLEDGEMENT

On this 2nd day of November, 2001, personally appeared before me Zhai Lan Tang and Park, Jun So, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

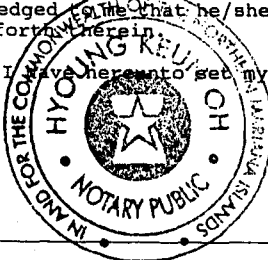


NOTARY PUBLIC
HYOUNG KEUN OH
Notary Public

SS: ACKNOWLEDGEMENT
Commonwealth of the Northern Mariana Islands
My Commission expires on the 14th day of December, 2002

On this 7th day of November, 2001, personally appeared before me Park, Jun So and Zhai Lan Tang, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.



NOTARY PUBLIC
HYOUNG KEUN OH
Notary Public
Commonwealth of the Northern Mariana Islands
My Commission expires on the 14th day of Dec., 2002

DATE: _____

APPROVED BY: _____
CHIEF OF LABOR